

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 1997A13645
	§	
vs.	§	
	§	
Toye M. Martin		

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Genesee County, Michigan within the jurisdiction of this Court and may be served with service of process at 2965 Mackin Road, Flint, Michigan 48504.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$1,963.56
B. Current Capitalized Interest Balance and Accrued Interest	\$3,386.84
C. Administrative Fee, Costs, Penalties	\$30.00
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$0.00

E. Attorneys fees	\$0.00
Total Owed	\$5,380.40

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

U.S. DEPARTMENT OF EDUCATION

CERTIFICATE OF INDEBTEDNESS
SAN FRANCISCO, CALIFORNIA

Name: Toye M. Martin
AKA: N/A
Address: 7499 Gillespie Ave.
Flint, MI 48505
SSN

Total debt due United States as of: 07/09/97 \$2,983.48

I certify that Department of Education records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$1,963.56 from 07/09/97 at the annual rate of 8%. Interest accrues on the principal amount of this debt at the rate of \$0.43 per day.

The claim arose in connection with a Government insured or guaranteed loan(s) made by a private lender and assigned to the United States.

On 08/09/89 the debtor executed promissory note(s) to secure loan(s) from Bank One, Merrillville c/o USA Funds - Indianapolis, IN under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et.seq (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note(s) and on 2/28/90 the debtor defaulted on the obligation.

Pursuant to 34 C.F.R. 682.202 and/or terms of the promissory note(s) the holder(s) capitalized interest accrued to the original lender in the amount of \$127.56, thereby increasing the principal balance due to \$1,963.56.

After application of the last voluntary payment of \$0.00 which was received on N/A the debtor now owes the following:

Principal:	\$1,963.56
Interest:	\$1,019.92
Administrative/Collection Costs:	\$0.00
Penalites:	\$0.00

CERTIFICATION: Pursuant to 28 USC Section 1746, I certify under penalty of perjury that the foregoing is true and correct.

7/17/97
(Date)

James Remer
Loan Analyst



STATE STUDENT ASSISTANCE COMMISSION OF INDIANA

Application and Promissory Note for a Guaranteed Student Loan

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 USC 1097.

05252 3815

AG- X-000018-08

SECTION I — TO BE COMPLETED BY THE STUDENT — READ THE INSTRUCTIONS — TYPE OR PRINT IN INK

1A Social Security Number	2A Last Name, First, M.I., Permanent Home Address	2B Correct item 2A in this space
	4208 Jefferson GARY IN 46409	Name Martin, Joyce M. Address 4208 Jefferson City, State, Zip GARY IN 46409
1B Correct item 1A in this space	3 Birthdate	4 Driver's License
		State No. N/A
	5 Area Code/Phone No.	6 U.S. Citizenship Status (check one)
	no Phone	<input checked="" type="checkbox"/> 1 Citizen <input type="checkbox"/> 2 Non-Citizen
7 References — you must provide separate adult references with different addresses (carefully read instructions).		
Name	Street, City, State, Zip	Area Code/Phone No.
A Wanda Davis 4272 Mass. GARY IN 46409		
B Cheryl Kindred 1923 Conn GARY IN 46409		
C Verlean Davis 3317 Conn. GARY IN 46409		
8 Intended Enrollment Status (check one)	9 Major Course of Study	10 Requested Loan Amount
<input checked="" type="checkbox"/> 1 Full-time <input type="checkbox"/> 2 At least half-time	EAMH	.00
11 Have you ever defaulted on an Education Loan? (check one)	12 Do you have any unpaid student loans? (check one)	13 Loan Period For this Loan
If yes, carefully read instructions. <input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No	If yes, carefully read instructions. <input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No	From 08-89 to 08-90
13A Total unpaid balance of your most recent GSL	13B Interest rate on your most recent GSL	13C Grade level of your most recent GSL
0.00	0%	NA
13E Total unpaid balance of all your Guaranteed Student Loans or any portion of these loans included in your Consolidation Loan	14 Name and Address of Previous Lender, if any	13D Beginning and ending dates of your most recent GSL
0.00	N/A	From NA To NA

SEE INSTRUCTIONS ON THE FRONT OF THE BOOKLET FOR ITEMS 15, 16, AND 19B.

15. PERMANENT RESIDENT OF / / SINCE MONTH / / YEAR / /

16. TEMPORARY SCHOOL ADDRESS AND PHONE

Promissory Note for a Guaranteed Student Loan

I, Promise to Pay: I, the undersigned borrower, promise to pay you or your order when this Note becomes due a sum certain equal to the loan amount I have requested in Section I, ITEM 10 of this Application or any lesser amount which will be disclosed to me in the Notice of Loan Guarantee and Disclosure Statement for the amount advanced to me, plus interest and any other charges which may become due as provided in Paragraph VI. My signature certifies that I have read, understand and agree to the conditions and authorizations stated in the "Borrower Certification" printed on the reverse side and the legally required information highlighted in the Application booklet.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it including the writing on the reverse side, even if otherwise advised. If I sign this Promissory Note, I am entitled to an exact copy of this Promissory Note, the Notice of Loan Guarantee and Disclosure Statement, and any agreement I sign. By signing this Promissory Note, the borrower acknowledges that I have received an exact copy of this Note.

19A X Joyce M. Martin 8-9-89
Signature of Student Borrower Date
Notice to Student: Terms of the Promissory Note continue on the reverse side. Retain Copy D for your records.

SECTION II — TO BE COMPLETED BY THE SCHOOL

20 Name and Address of School	21 School Code	22 Area Code/Phone No.	23A Grade Level Code	23B Corr Item in this space
DAVENPORT COLLEGE 8200 GEORGIA STREET MERRILLVILLE, IN 46410	102249	(219) 769-5556	1	
24A Anticipated Completion Date	24B Correct Item 24A in this space	25 Enrollment Period Covered by Loan		
Mo. Yr. 5/90		Mo. Day Yr. 8/7/89 2/9/90		
26 Family Adjusted Gross Income	27 Estimated Cost of Attendance For Loan Period	28 Estimated Financial Aid for Loan Period	29A Expected Family Contribution	30 Difference (27 minus the sum of 28 plus 29)
\$0.00	\$7,205.00	\$2,350.00	\$103.00	\$4,752
31 Recommended Disbursement Date	32 I have read and understand the terms of the school certification printed on the back of the Application.	33 Signature of Authorized Fin. Aid Director	34 Type or Print Name and Title	35 Date
Mo. Day Yr. 8/24/89 11/24/89		JAN LOFTIS	FINANCIAL AID COORDINATOR	8/10/89

SECTION III — TO BE COMPLETED BY THE LENDER

36 Name and Address of Lending Institution	37 Loan Amount Approved	38 Interest Rate	39 Fee
BANK ONE, MERRILLVILLE C/O USA FUNDS P. O. BOX 50429 INDIANAPOLIS, IN 46250-0429	.00	8%	
40 Signature of Authorized Lending Official	41 Lender Code	42 Anticipated Disbursement Date(s)	43 For Lender Use Only
	822481	Mo. Day Yr. Mo. Day Yr. Mo. Day Yr.	
Type or Print Name and Title	Date	44 Area Code/Phone No.	45 For Lender Use Only
		800-824-7044	

Pay to the order of the State of Indiana
however, notwithstanding

I CERTIFY UNDER PENALTY OF
PERJURY THAT THE ABOVE IS
AND EXACT COPY OF THE
ORIGINAL PROMISSORY NOTE
Carla Kay DATE 7/9/12
NAME _____